

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (the "Agreement"), is entered into as of the 23rd day of March, 2010 (the "Effective Date"), by and among each and all of the Parties as defined below.

PARTIES AND CIVIL ACTIONS

- A. Gwinnett County, Georgia shall be referred to as the "County."
- B. Charles E. Bannister and his heirs, successors and assigns, Bert Nasuti and his heirs, successors and assigns, Mike Beaudreau and his heirs, successors and assigns, Kevin Kenerly and his heirs, successors and assigns, Lorraine Green and her heirs, successors and assigns, and Shirley Lasseter and her heirs, successors and assigns, shall be referred to individually as a "County Boardmember," and collectively as the "County Boardmembers."
- C. The Gwinnett County Board of Commissioners shall be referred to as the "County Board."
- D. The County, each County Boardmember and the County Board are sometimes referred to individually as a "County Party," and are collectively referred to as the "County Parties."
- E. Gwinnett Clean and Beautiful, Inc. and Gwinnett Clean and Beautiful Services, Inc., together with each of their respective successors and assigns, shall be referred to collectively as "GC&B."
- F. Connie Wiggins and her heirs, successors and assigns, Jim Steele and his heirs, successors and assigns, Bartow Morgan, Jr. and his heirs, successors and assigns, Rick O'Brien and his heirs, successors and assigns, Chuck Button and his heirs, successors and assigns, Nancy Chandler and her heirs, successors and assigns, Butch Conway and his heirs, successors and

assigns, Pam Ledbetter and her heirs, successors and assigns, Mary Root and her heirs, successors and assigns, and Tammy Shumate and her heirs, successors and assigns, commonly known collectively as the executive council of GC&B, shall be referred to individually as a "GC&B Boardmember," and collectively as the "GC&B Boardmembers."

G. The executive councils of GC&B shall be referred to as the "GC&B Board."

H. GC&B, each GC&B Boardmember and the GC&B Board are sometimes referred to individually as a "GC&B Party," and are collectively referred to as the "GC&B Parties."

I. Advanced Disposal Services Atlanta, LLC and its successors and assigns ("Advanced"), Waste Pro of Georgia, Inc. and its successors and assigns ("Waste Pro"), Republic Services of Georgia, Limited Partnership d/b/a United Waste Services/Robertson Sanitation, and each of their successors and assigns ("Republic"), Southern Sanitation, Inc. and its successors and assigns ("Southern Sanitation") and Sanitation Solutions, Inc. and its successors and assigns ("Sanitation Solutions"), shall each be referred to individually as a "Hauler," and collectively as the "Haulers."

J. Advanced Disposal Services, Inc. and its successors and assigns ("Advanced Disposal"), Waste Pro USA, Inc. and its successors and assigns ("Waste Pro USA") and BFI Waste Services, LLC and its successors and assigns ("BFI"), shall each be referred to individually as a "Hauler Affiliate," and collectively as the "Hauler Affiliates."

K. The Haulers and Hauler Affiliates are sometimes referred to individually as a "Hauler Entity," and are collectively referred to as the "Hauler Entities."

L. Each of the individual persons and entities described in the foregoing paragraphs of this Parties and Civil Actions section shall sometimes be referred to individually as a "Party" and collectively as the "Parties."

M. The lawsuit styled Sanitation Solutions, Inc. and Southern, Sanitation, Inc. v. Gwinnett Clean and Beautiful, Inc., et al., filed in Gwinnett County Superior Court, Civil Action File No. 08A-10716-4, as intervened into by Advanced, shall be referred to as the “Sanitation Solutions Action.”

N. The lawsuit styled Republic Service of Georgia Limited Partnership d/b/a United Waste Service/Robertson Sanitation, et al. v. Gwinnett Clean and Beautiful Services, Inc., et al., filed in Gwinnett County Superior Court, Civil Action File No. 08A-11022-4, and subsequently consolidated with the Sanitation Solutions Action, shall be referred to as the “Republic Action.”

O. The lawsuit styled Waste Pro USA, Inc. and Waste Pro of Georgia, Inc. v. Gwinnett Clean and Beautiful Services, Inc. and Gwinnett County, originally filed in Fulton County Superior Court, Civil Action No. 2009-CV-163836, and subsequently transferred to Gwinnett County Superior Court and identified as Civil Action No. 09A0532-4, shall be referred to as the “Waste Pro Action.”

P. The Sanitation Solutions Action, the Republic Action and the Waste Pro Action shall be referred to collectively as the “Gwinnett Civil Actions.”

Q. The lawsuit styled Advanced Disposal Services, Inc. v. Gwinnett Clean and Beautiful Services, Inc. and Gwinnett County, filed in U.S. District Court, Northern District of Georgia, Civil Action File No. 1 09-CV-1180, shall be referred to as the “Advanced Federal Action.”

R. The Gwinnett Civil Actions and the Advanced Federal Action shall be referred to collectively as the “Litigation.”

WITNESSETH

WHEREAS, the Georgia Comprehensive Solid Waste Management Act of 1990, as

amended, codified as O.C.G.A. § 12-8-20 et seq. (the “Act”), requires that the County update its comprehensive solid waste management plan (hereinafter the “SWMP”) every ten (10) years in accordance with a schedule established by the State of Georgia Department of Community Affairs; and

WHEREAS, the SWMP is required to, at a minimum, provide for the assurance of adequate Solid Waste handling capability and capacity within the County for at least ten (10) years from the date of completion of the SWMP; and

WHEREAS, the County’s original ten (10) year SWMP expired and, therefore, the County was required to submit a new SWMP to the Atlanta Regional Commission and the Department of Community Affairs for review and approval; and

WHEREAS, the penalty for noncompliance with the Act is withdrawal of eligibility for State and Federal funding assistance; and

WHEREAS, as part of its planning to comply with the Act, the County Board of Commissioners deemed it advisable to conduct a study in order to determine the most appropriate means of collecting commercial and residential Solid Waste within unincorporated Gwinnett County and certain cities within the County; and

WHEREAS, a County commissioned study conducted by a team of nationally recognized experts determined, after input from more than 5,000 County residents, that litter and illegal dumping were increasing, the current residential garbage collection systems negatively impacted traffic and created air and noise pollution, an estimated 20,000 County homes were without service, and that residential solid waste collection service should be made mandatory, and recycling should be made available for all households in the County; and

WHEREAS, pursuant to the study’s findings and recommendations, the County drafted

an updated SWMP and submitted it to the Atlanta Regional Commission and the Department of Community Affairs for review; and

WHEREAS, with certification by the Atlanta Regional Commission and the Department of Community Affairs, on April 22, 2008, the County Board of Commissioners adopted the updated SWMP (the “Updated SWMP”); and

WHEREAS, the Updated SWMP required substantial modifications to the then existing Solid Waste Ordinance; and

WHEREAS, on August 26, 2008, GC&B and the County entered into an Operation and Management Agreement which contemplated GC&B as administrator and manager of implementation of the Updated SWMP (the “O&M Agreement”); and

WHEREAS, a modified solid waste ordinance was adopted on October 21, 2008 (hereinafter the “2008 Ordinance”) to give effect to the August 26, 2008 O&M Agreement; and

WHEREAS, in furtherance of the Updated SWMP, and pursuant to the O&M Agreement, GC&B administered a request for proposal process in 2008 (the “RFP Process”), which ultimately led to structuring of the County’s geographic subdivision of residential solid waste collection service areas and identifying the service providers to provide exclusive residential collection and disposal services in such areas; and

WHEREAS, on or about November 5, 2008, Advanced and Waste Pro, as the successful proposers in the RFP Process, each entered into exclusive contracts with GC&B for residential collection and disposal of solid waste and recyclables (collectively, the “2008 Hauler Agreements”); and

WHEREAS, on or about December 8, 2008, two unsuccessful proposers in the RFP Process, Sanitation Solutions and Southern Sanitation filed the Sanitation Solutions, Action in

Gwinnett County Superior Court to stop the County from implementing its Updated SWMP through means of the O&M Agreement between the County and GC&B, the 2008 Hauler Agreements, and the 2008 Ordinance; and

WHEREAS, on or about December 12, 2008, Republic filed the Republic Action in Gwinnett County Superior Court, which was subsequently consolidated with the Sanitation Solutions Action; and

WHEREAS, on or about December 18, 2008, Gwinnett County Superior Court Judge Michael Clark, entered an order in the Sanitation Solutions Action issuing a temporary injunction in connection with the O&M Agreement, the 2008 Hauler Agreements, and the 2008 Ordinance; and

WHEREAS on or about January 8, 2009, the County terminated the O&M Agreement; and

WHEREAS, on or about January 30, 2009, pursuant to the O&M Agreement, GC&B tendered assignment of the 2008 Hauler Agreements to the County; and

WHEREAS, the County has not accepted the proposed assignment of the 2008 Hauler Agreements; and

WHEREAS, on or about January 26, 2009 Advanced was allowed to intervene in Sanitation Solutions Action; and

WHEREAS, on or about January 29, 2009, Waste Pro and Waste Pro USA filed the Waste Pro Action in Fulton County Superior Court, which action was transferred to Gwinnett County Superior Court; and

WHEREAS, on or about May 4, 2009, Advanced Disposal filed the Advanced Federal Action in U.S. District Court, Northern District of Georgia; and

WHEREAS, the Litigation was referred to mediation and such mediation took place for an entire day before the Honorable G. Conley Ingram on August 11, 2009; and

WHEREAS, the Litigation was subsequently Ordered to a second mediation by Gwinnett County Superior Court Judge Michael Clark and such mediation took place for an entire day before the Honorable G. Conley Ingram on November 17, 2009; and

WHEREAS, the County adopted the Amendment of the Gwinnett County Solid Waste Collection and Disposal Services Ordinance on March 2, 2010 (“the 2010 Ordinance,” hereinafter the term “the 2010 Ordinance” shall not include any amendments, modifications, or supplements to the 2010 Ordinance that conflict with this Agreement); and

WHEREAS, the Hauler Entities now wish to resolve all existing and potential claims against the County Parties in relation to the Litigation, and address such other matters, all as more fully set forth below.

WHEREAS, the GC&B Parties and Hauler Entities now wish to resolve all existing and potential claims and counterclaims that may exist between them in relation to the Litigation, and address such other matters, all as more fully set forth below.

NOW, THEREFORE, the Parties, for good and sufficient consideration, the sufficiency and receipt of which is hereby acknowledged, agree as follows:

1. **Conditions Precedent to Settlement.** This Settlement and Release Agreement is conditioned upon settlement of all claims in the Litigation between the Hauler Entities and the County Parties and between the Hauler Entities and the GC&B Parties. This Settlement and Release is further conditioned upon adoption of this Agreement by the County on or before March 23, 2010, execution of this Agreement by the County on or before March 24, 2010, and execution by the remaining County Parties on or before March 26, 2010.

2. **Termination of 2008 Hauler Agreements.** The two 2008 Hauler Agreements, one involving Advanced and the other involving Waste Pro, shall be deemed to have been mutually terminated by the parties thereto, and consistent with the terms and conditions contained elsewhere in this Agreement, no party to either of the two 2008 Hauler Agreements shall have any claims or liabilities thereunder or otherwise in connection therewith.

3. **Separate Exclusive Hauler Contracts.** Each Hauler (inclusive of the Hauler Affiliates) shall enter into separate contracts with the County, substantially in conformance with the form contract attached hereto as **Exhibit "A"** and incorporated herein by this reference (the "Hauler Contract"), for the exclusive right to provide collection and disposal services for residential solid waste, bulky waste, white goods, and residential recyclables to residents of the County within a specific area of the County (each a "Service Zone") as provided in section 3.5 below. Each Hauler Contract shall be for an Initial Term (as defined in section 1 of the Hauler Contract) of eight (8) years with an automatic renewal of two (2) years after the Initial Term unless terminated by either party at the end of the Initial Term by providing the other party with written notice of such termination at least ninety (90) days prior to the end of the Initial Term. Collection and disposal of residential solid waste, bulky waste, white goods, and residential recyclables where requested by the resident, shall commence under each Hauler Contract on July 1, 2010 (the "Service Start Date"). A "Contract Year" shall mean July 1 through June 30 during the term hereof. The Hauler Contracts shall contemplate that in the event of a conflict between any Hauler Contract and this Agreement, the terms of the Hauler Contract shall control. Each of the Hauler Contracts shall also contain the following terms:

3.1 **Service Fees.** The initial price per Service Unit (as defined in section 2.54 of the Hauler Contract) to be paid as a Service Fee to each Hauler by the County for the Base Collection Services (as defined in section 2.3 of the Hauler Contract) including residential recyclables (if so elected by the Service Unit resident) shall be \$16.61 per Service Unit per month (the Service Fee). The Service Fee shall be subject to adjustment as provided in sections 4.1.1, 5.1, 5.2, 5.3, and 5.4 of the Hauler Contract which shall be paid in accordance with sections 4.1.2 and 4.2 of the Hauler Contract. The Service Fee includes collection of residential recyclables if elected by each Service Unit resident, provided however, to encourage recycling, there will be no reduction in the Service Fee if recycling is not elected. Furthermore, each Hauler may, within its Service Zone, contract directly with each Service Unit on a semi-annual basis (January 1 – June 30 or July 1 – December 31) for the collection and disposal of yard trimmings at a rate of \$10.00/month per Service Unit for such collection and disposal service to be paid semi-annually without proration, as well as other special services and special programs not included in the Service Fee.

3.1.1 **Intentionally Blank.**

3.1.2. **County Administration Fee.** In addition to the monthly Service Fee to each Hauler, the County will initially charge each Service Unit \$1.25 per month for administration and related expenses ("County Administration Fee") which may be modified by the County. Hauler shall not be entitled to any portions of the County's Administration Fee. The County shall not be paid any portion of the Service Fee to be paid to the Haulers as provided in section 3.1 above.

3.2 **Billing / Collecting Responsibilities.** No Hauler shall be responsible for billing or collecting the Service Fee or adjustments to the Service Fee, which

shall be the sole responsibility of the County. The County shall pay the Service Fees, as may be adjusted, to the Haulers in accordance with the Hauler Contractor regardless of whether or not the County is able to collect the fees due and owing by any resident to the County. Each Hauler shall be responsible for billing and collecting the fee for the collection and disposal of yard trimmings and all fees for services other than the Service Fee and adjustments. The County shall pay each Hauler in accordance the provisions set forth in section 4 of the Hauler Contract.

3.3 **Cooperation.** The County and each Hauler will cooperate in good faith to efficiently and effectively implement the Hauler Contract, this Agreement, and the 2010 Ordinance on the Service Start Date.

3.4 **Performance Bonds.** Each Hauler shall provide a performance bond in favor of the County prior to the Service Start Date. The form of the Bond shall be reasonably acceptable to the County. The County and Haulers agree that, except as provided below in this section 3.4, all performance bonds to be provided by each Hauler in favor of the County shall be based on twenty-five percent (25%) of the anticipated annual revenue generated from the Hauler's collection and disposal of residential solid waste, bulky waste and white goods consistent with and pursuant to the applicable Hauler Contract. Notwithstanding the foregoing in this section 3.4, each of Sanitation Solutions and Southern Sanitation shall be required to post a bond of \$150,000.00 in favor of the County.

3.5 **Service Zones.**

3.5.1 Consistent with the Updated SWMP, the unincorporated areas of the County shall be subdivided, into up to five (5) Service Zones, with the actual Service Zone boundaries and number of initial Service Units to be determined pursuant to section 3.5.2 and section 3.5.3 below, as follows: (i) Sanitation Solutions (a maximum of 10,000 Service Units) -

generally located in the northeastern portion of the County east and northwest of the City of Lawrenceville within old service area #6 and the northern portion of old service area #4; (ii) Southern Sanitation (a maximum of 13,000 Service Units) - generally located south of US Hwy. 78 and east of GA Hwy. 124 within the eastern portion of old service area #1 (iii) Advanced (approximately 1/3 of the Service Units remaining after (i) and (ii) above are addressed) - generally located southwest of the City of Lawrenceville in old service area #6, old service area # 5, and the eastern portion of old service area #7; (iv) Waste Pro (approximately 1/3 of the Service Units remaining after (i) and (ii) above are addressed) - generally located in the western portion of old service area #1, old service area #8, and the western portion of old service area #7; and (v) Republic (approximately 1/3 of the Service Units remaining after (i) and (ii) above are addressed) – generally located in old service areas #2 and #3, and the southern portion of old service area #4. Attached as **Exhibit “B”** hereto and incorporated herein by this reference, is a draft map supplied by the County to generally depict the above-described anticipated Initial Service Zones, subject to section 3.5.2 below. The parameters of the Service Zones in each Hauler Contract shall be described by streets, roads, highways or right of ways. The Service Zones will collectively include all of unincorporated Gwinnett County. In addition, the County has supplied each Hauler with information and data concerning each Service Unit within each proposed Service Zone depicted on Exhibit "B" (the "County Census").

3.5.2 On or before April 15, 2010, the Haulers will advise the County of discrepancies between this Agreement, the County Census, and Exhibit B as well as modifications to the Proposed Service Zones, if any. The Haulers will immediately upon discovery advise the County of discrepancies or mistakes in the County Census and Exhibit B. The Service Zones proposed by the Haulers shall be consistent with the description of the

Service Zones set forth in section 3.5.1 above and will be subject to approval by the County which shall not be unreasonably withheld.

3.5.3 The County shall have until April 26, 2010 within which to approve or reject, in whole or in part the Service Zones proposed by the Haulers. The County will approve the boundaries of the Service Zones as proposed by the Haulers, except where the boundaries proposed by the Haulers divide established neighborhoods or intersect natural boundaries.

3.5.4 Each Service Zone shall include future growth or reduction in Service Units and may be adjusted pursuant to section 3.6 below.

3.5.5. Immediately after the first Contract Year, the Haulers and the County shall meet and confer and if necessary adjust the boundaries for each Service Zone so that the Service Zone boundaries comply with the provisions of section 3.5.1 above. If the County and the Haulers cannot all agree on the boundaries of each Service Zone within thirty (30) days after the first Contract year, the boundaries of the Service Zone shall be determined by arbitration held within ninety (90) days after the first Contract Year and conducted by JAMS's Atlanta office, with the Honorable G. Conley Ingram as the sole arbitrator, if he is available. If Honorable G. Conley Ingram is not available, the single arbitrator will be any member of the JAMS panel as agreed by the arbitration parties, and if no agreement as to the arbitrator, by an arbitrator chosen by JAMS's Atlanta office.

3.6 **Service Zone Forfeiture.** In the event of Default by a Hauler (as "default" is defined in section 29 of the Hauler Contract) resulting in termination of that Hauler's Contract by the County, Service Units within that Hauler's Service Zone ("Forfeited Service Zone") will be apportioned among the remaining Haulers as provided herein. The County shall

provide notice of such termination to the Hauler as required in the Hauler Contract. The County shall also provide a copy of such notice terminating the Hauler's Contract to each of the other Haulers. Unless otherwise agreed among the remaining Haulers, the Service Units in the Forfeited Service Zone shall be serviced by and apportioned among the other Haulers, in accordance with the following formula:

The number of Service Units in the Forfeited Service Zone shall be multiplied by a fraction, the numerator of which shall equal the number of Service Units previously serviced by the non-defaulting Hauler in the month prior to the month in which the Hauler's Contract is terminated, and the denominator of which shall be the number of occupied Service Units in the County in the month prior to the month in which the Hauler's Contract is terminated less the number of occupied Service Units in the Forfeited Service Zone as of the date the Hauler's Contract is terminated.

Provided, however, notwithstanding any contrary provision in section 3.4 hereof, as a condition to servicing any of the Service Units in the Forfeited Service Zone, each Hauler must provide to the County a performance bond equal to twenty-five percent (25%) of the anticipated annual revenue of all Service Units serviced by the Hauler including the Service Units to be serviced in the Forfeited Service Zone. Further, the other Haulers may apportion Service Units among their Service Zones and the Forfeited Service Zone, as they deem prudent, including re-aligning the boundaries of the resultant Service Zones in a commercially reasonable manner so that each Hauler's apportioned Service Units are contiguous to such Hauler's then existing Service Zone in order to provide efficient service to all Service Units within the unincorporated

areas of the County. The other Haulers shall make commercially reasonable efforts to complete such apportionment by the date the termination becomes effective so that all the affected Service Units within the Forfeited Service Zone do not experience a disruption in service. All such apportionment of the Forfeited Service Zone and changes in the Service Zones will be subject to County approval, which shall not be unreasonably withheld. The parameters of the reapportioned Forfeited Service Zone shall be described by street, road, highway or right of way and will include the entire Forfeited Service Zone.

3.7 **Storage Cart Sizes.** Each Service Unit shall be provided one approximately 95 or 65 gallon Residential Municipal Solid Waste Storage Cart ("Cart") by the applicable Hauler providing service to such Service Unit. Hauler shall deliver the approximately 95 gallon Cart unless the Service Unit Owner requests the smaller approximately 65 gallon Cart. Additionally, if recycling service is requested by the resident, the applicable Hauler shall provide a separate bin for recyclables which, at a minimum, shall be one 18 gallon Residential Recovered Materials Storage Bin ("Bin") as defined in the Hauler Contract. The Cart and the Bin shall remain the property of the Hauler.

3.8 **Facility Selection.** Each Hauler, in its sole discretion, shall have the right to collect, transport, process, and dispose solid waste, bulky waste and white goods, yard trimmings and residential recyclables to any solid waste disposal facility or recycling facility, as the case may be, that it chooses, provided each such facility has the appropriate handling permit from the State of Georgia.

4. **Certain Characterizations and Payment.**

4.1 The Parties hereto acknowledge that as further consideration for settlement, each of the Haulers have agreed to accept the initial Service Fee per Service

Unit at a lower rate than currently charged by the Hauler. A material consideration for the Haulers foregoing additional cash payments from the County Parties and accepting the lower rate for the Service Fees per Service Unit is the Initial Term and Renewal Terms (as defined in section 1 of the Hauler Contract).

4.2 The total cash payment by the GC&B Parties to the Haulers is \$100,000.00, \$50,000.00 of which will be paid to Sanitation Solutions, Inc. and \$50,000.00 of which will be paid to Southern Sanitation, Inc. on account of the assignment of damages and attorneys fees claims by the Advanced Entities, the Republic Entities, and the Waste Pro Entities to Sanitation Solutions and Southern Sanitation.

5. **Intent as to the Updated SWMP.** The Parties hereto acknowledge and agree that a compelling reason for entering into this Agreement and the Hauler Contracts, besides effectively settling the Litigation, is that such course of action provides a practical and commercially reasonable means of complying with and furthering the purpose and long term objectives of the Updated SWMP.

6. **Steps to Finalize Litigation.** In order to effect a global settlement of the Litigation, and to effectively memorialize the agreements and obligations contained in this Agreement and the Hauler Contracts, each Party agrees to act in good faith to promptly take all reasonable steps and provide all reasonable assistance, including but not limited to the execution of any additional documents, necessary to complete the following: (i) as to the County, approve or adopt, through any process so required to make same an official act of the County, this Agreement and the Hauler Contracts, including execution hereof by the County, and any other documents contemplated herein, including execution thereof by the County; (ii) County shall immediately take steps to amend the current Solid Waste Management Plan to the extent required by law

consistent with this Settlement Agreement, the Hauler Contract, and the 2010 Ordinance; and (iii) as to all Hauler Entities involved in the Gwinnett Civil Actions, the Dismissal with Prejudice of all Claims; and (iv) as to all Parties involved in the Advanced Civil Action, the entering into of a stipulation of dismissal with prejudice by Advanced Disposal to effectively conclude the Federal Court Action.

7. **Releases**

7.1 **Releases by The County Parties.** Except for those obligations imposed by this Agreement and the Hauler Contracts or otherwise provided in this section 7.1, each of the County Parties hereby release and forever discharge the Hauler Entities from any and all claims, rights, demands, obligations, debts, liabilities and causes of action at law or in equity, known or unknown, suspected or unsuspected, which each of the County Parties has ever had, now has , or may have in the future against any of the Hauler Entities related to or arising out of any claims that were or could have been asserted in the Litigation and which relate to the RFP Process, the 2008 Ordinance, the 2008 Hauler Agreements, the O&M Agreement and termination thereof by the County, tender of assignment of the 2008 Hauler Agreements by GC&B to the County, the County's refusal to accept such assignment, or claims for damages, costs, expenses and attorneys fees relating to the Litigation, and whether or not any of the County Parties was a party to any specific case in the Litigation ("Released Claims"). No claims other than the Released Claims are released or discharged. It is understood and agreed that the release of the Released Claims provided by each of the County Parties in this section 7.1 shall also apply to the past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns of each of the County Parties.

7.2 **Releases by The GC&B Parties.** Except for those obligations imposed by this Agreement and the Hauler Contracts or otherwise provided in this section 7.2, each of the GC&B Parties hereby release and forever discharge the Hauler Entities from any and all claims, rights, demands, obligations, debts, liabilities and causes of action at law or in equity, known or unknown, suspected or unsuspected, which each of the GC&B Parties has ever had, now has, or may have in the future against any of the Hauler Entities related to or arising out of any claims that were or could have been asserted in the Litigation and which relate to the RFP Process, the 2008 Ordinance, the 2008 Hauler Agreements, the O&M Agreement and termination thereof by the County, tender of assignment of the 2008 Hauler Agreements by GC&B to the County, the County's refusal to accept such assignment, or claims for damages, costs, expenses and attorneys fees relating to the Litigation, and whether or not any of the GC&B Parties was a party to any specific case in the Litigation ("Released Claims"). No claims other than the Released Claims are released or discharged. It is understood and agreed that the release of the Released Claims provided by each of the GC&B Parties in this section 7.2 shall also apply to the past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns of each of the GC&B Parties.

7.3 **Releases by Advanced and Advanced Disposal.** For purposes of this section 7.3, Advanced and Advanced Disposal shall mean and be referred to individually as an "Advanced Entity" and collectively as the "Advanced Entities". Also, for purposes of this section 7.3, each County Party, each GC&B Party, Waste Pro, Waste Pro USA, Republic, BFI, Sanitation Solutions and Southern Sanitation shall mean and be referred to individually as an "Advanced Entities' Releasee." Except only for those obligations imposed by this Agreement and

the Hauler Contracts or otherwise provided in this section 7.3, and in exchange for the releases and other consideration set forth herein and in exchange for a \$50,000.00 payment by GC&B to Southern Sanitation and \$50,000.00 payment by GC&B to Sanitation Solutions, each Advanced Entity hereby releases and forever discharges each Advanced Entities' Releasee from any and all claims, rights, demands, obligations, debts, liabilities and causes of action at law or in equity, known or unknown, suspected or unsuspected, which each such Advanced Entity has ever had, now has, or may have in the future against any Advanced Entities' Releasee related to or arising out of any claims that were or could have been asserted in the Litigation and which relate to the RFP Process, the 2008 Ordinance, the 2008 Hauler Agreements, the O&M Agreement and termination thereof by the County, tender of assignment of the 2008 Hauler Agreements by GC&B to the County, the County's refusal to accept such assignment, or claims for damages, costs, expenses and attorneys fees relating to the Litigation, and whether or not any Advanced Entity or any Advanced Entities' Releasee was a party to any specific case in the Litigation ("Released Claims"). No claims other than the Released Claims are released or discharged. It is understood and agreed that the release of the Released Claims provided by each Advanced Entity in this section 7.3 shall also apply to the past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns of each Advanced Entities' Releasee.

7.4 **Releases by Waste Pro and Waste Pro USA.** For purposes of this section 7.4, Waste Pro and Waste Pro USA shall mean and be referred to individually as an "Waste Pro Entity" and collectively as the "Waste Pro Entities". Also, for purposes of this section 7.4, each County Party, each GC&B Party, Advanced, Advanced Disposal, Republic, BFI, Sanitation Solutions and Southern Sanitation shall mean and be referred to individually as

an “Waste Pro Entities’ Releasee.” Except only for those obligations imposed by this Agreement and the Hauler Contracts or otherwise provided in this section 7.4, and in exchange for the releases and other consideration set forth herein and in exchange for a \$50,000.00 payment by GC&B to Southern Sanitation and \$50,000.00 payment by GC&B to Sanitation Solutions, each Waste Pro Entity hereby releases and forever discharges each Waste Pro Entities’ Releasee from any and all claims, rights, demands, obligations, debts, liabilities and causes of action at law or in equity, known or unknown, suspected or unsuspected, which each such Waste Pro Entity has ever had, now has, or may have in the future against any Waste Pro Entities’ Releasee related to or arising out of any claims that were or could have been asserted in the Litigation and which relate to the RFP Process, the 2008 Ordinance, the 2008 Hauler Agreements, the O&M Agreement and termination thereof by the County, tender of assignment of the 2008 Hauler Agreements by GC&B to the County, the County’s refusal to accept such assignment, or claims for damages, costs, expenses and attorneys fees relating to the Litigation, and whether or not any Waste Pro Entity or any Waste Pro Entities’ Releasee was a party to any specific case in the Litigation (“Released Claims”). No claims other than the Released Claims are released or discharged. It is understood and agreed that the release of the Released Claims provided by each Waste Pro Entity in this section 7.4 shall also apply to the past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns of each Waste Pro Entities’ Releasee.

7.5 **Releases by Republic and BFI.** For purposes of this section 7.5, Republic and BFI shall mean and be referred to individually as a “Republic Entity” and collectively as the “Republic Entities”. Also, for purposes of this section 7.5, each County Party, each GC&B Party, Advanced, Advanced Disposal, Waste Pro, Waste Pro USA, Sanitation

Solutions and Southern Sanitation shall mean and be referred to individually as an “Republic Entities’ Releasee.” Except only for those obligations imposed by this Agreement and the Hauler Contracts or otherwise provided in this section 7.5, and in exchange for the releases and other consideration set forth herein and in exchange for a \$50,000.00 payment by GC&B to Southern Sanitation and \$50,000.00 payment by GC&B to Sanitation Solutions, each Republic Entity hereby releases and forever discharges each Republic Entities’ Releasee from any and all claims, rights, demands, obligations, debts, liabilities and causes of action at law or in equity, known or unknown, suspected or unsuspected, which each such Republic Entity has ever had, now has, or may have in the future against any Republic Entities’ Releasee related to or arising out of any claims that were or could have been asserted in the Litigation and which relate to the RFP Process, the 2008 Ordinance, the 2008 Hauler Agreements, the O&M Agreement and termination thereof by the County, tender of assignment of the 2008 Hauler Agreements by GC&B to the County, the County’s refusal to accept such assignment, or claims for damages, costs, expenses and attorneys fees relating to the Litigation, and whether or not any Republic Entity or any Republic Entities’ Releasee was a party to any specific case in the Litigation (“Released Claims”). No claims other than the Released Claims are released or discharged. It is understood and agreed that the release of the Released Claims provided by each Republic Entity in this section 7.5 shall also apply to the past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns of each Republic Entities’ Releasee.

7.6 **Releases by Sanitation Solutions.** For purposes of this section 7.6, each County Party, each GC&B Party, Advanced, Advanced Disposal, Waste Pro, Waste Pro USA, Republic, BFI and Southern Sanitation shall mean and be referred to individually as a

“Sanitation Solutions’ Releasee.” Except only for those obligations imposed by this Agreement and the Hauler Contracts or otherwise provided in this section 7.6, and in exchange for the releases and other consideration set forth herein and in exchange for a \$50,000.00 payment by GC&B to Southern Sanitation and \$50,000.00 payment by GC&B to Sanitation Solutions, Sanitation Solutions hereby releases and forever discharges each Sanitation Solutions’ Releasee from any and all claims, rights, demands, obligations, debts, liabilities and causes of action at law or in equity, known or unknown, suspected or unsuspected, which Sanitation Solutions has ever had, now has, or may have in the future against any Sanitation Solutions’ Releasee related to or arising out of any claims that were or could have been asserted in the Litigation and which relate to the RFP Process, the 2008 Ordinance, the 2008 Hauler Agreements, the O&M Agreement and termination thereof by the County, tender of assignment of the 2008 Hauler Agreements by GC&B to the County, the County’s refusal to accept such assignment, or claims for damages, costs, expenses and attorneys fees relating to the Litigation, and whether or not Sanitation Solutions or any Sanitation Solutions’ Releasee was a party to any specific case in the Litigation (“Released Claims”). No claims other than the Released Claims are released or discharged. It is understood and agreed that the release of the Released Claims provided by Sanitation Solutions in this section 7.6 shall also apply to the past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns of each Sanitation Solutions’ Releasee.

7.7 **Releases by Southern Sanitation.** For purposes of this section 7.7, each County Party, each GC&B Party, Advanced, Advanced Disposal, Waste Pro, Waste Pro USA, Republic, BFI and Sanitation Solutions shall mean and be referred to individually as a “Southern Sanitation’s Releasee.” Except only for those obligations imposed by this Agreement and the

Hauler Contracts or otherwise provided in this section 7.7, and in exchange for the releases and other consideration set forth herein and in exchange for a \$50,000.00 payment by GC&B to Southern Sanitation and \$50,000.00 payment by GC&B to Sanitation Solutions, Southern Sanitation hereby releases and forever discharges each Southern Sanitation's Releasee from any and all claims, rights, demands, obligations, debts, liabilities and causes of action at law or in equity, known or unknown, suspected or unsuspected, which Southern Sanitation has ever had, now has, or may have in the future against any Southern Sanitation's Releasee related to or arising out of any claims that were or could have been asserted in the Litigation and which relate to the RFP Process, the 2008 Ordinance, the 2008 Hauler Agreements, the O&M Agreement and termination thereof by the County, tender of assignment of the 2008 Hauler Agreements by GC&B to the County, the County's refusal to accept such assignment, or claims for damages, costs, expenses and attorneys fees relating to the Litigation, and whether or not Southern Sanitation or any Southern Sanitation's Releasee was a party to any specific case in the Litigation ("Released Claims"). No claims other than the Released Claims are released or discharged. It is understood and agreed that the release of the Released Claims provided by Southern Sanitation in this section 7.7 shall also apply to the past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns of each Southern Sanitation's Releasee.

8. **Complete Execution; County Approval.** At that time that all signatories contemplated in this Agreement have properly executed this Agreement and the County has officially approved and adopted the terms of this Settlement Agreement, such shall be considered "Complete Execution of this Agreement and County Approval" as such phrase is used within this Agreement. Upon Complete Execution of this Agreement and County Approval each of the

parties to the cases comprising the Litigation shall dismiss all claims and counterclaims with prejudice, as set forth in Paragraph 6.

9. **Entire Agreement; Successors and Assigns.** This Agreement contains the entire agreement between the Parties and shall be binding upon and inure to the benefit of the Parties, their respective successors and assignees. Except as set forth in this Agreement, the Parties, in entering into this Agreement, have not made or relied upon any representations, warranties or promises. This Agreement shall prevail over prior communications between the Parties or their representatives regarding the matters contained herein.

10. **No Waiver.** The failure of any Party to enforce any provision of this Agreement at any time or for any period of time against any other Party or Parties shall not be construed to be a waiver of any right of such enforcing Party hereunder nor to prevent the subsequent enforcement thereof or of any other provision hereof in accordance with its terms.

11. **Execution of Additional Documents.** Each Party hereto agrees to promptly execute and deliver such other instruments and documents and otherwise to cooperate with the other Parties as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

12. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia, notwithstanding any conflict of laws analysis.

13. **Amendments.** No amendments or variations to the terms of this Agreement shall be valid unless made in writing and signed by all Parties hereto.

14. **Severability.** If any provision of this Agreement, under any set of circumstances, whether or not foreseeable by the Parties, is hereafter held to be invalid, illegal or unenforceable in its present form and scope in any jurisdiction or proceeding, the remaining provisions of this

Agreement shall continue to be given full force and effect, without regard to the invalid, illegal or unenforceable provision in such jurisdiction or proceeding, and shall be liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible, and such holding shall not affect the validity, legality or enforceability of this Agreement in its entirety in any other jurisdiction or proceeding. Furthermore, if any of the provisions of this Agreement are held to be unenforceable in any jurisdiction or proceeding because of their duration or scope, the Parties agree that the court, or other authority or tribunal making such determination shall have the power, and is hereby directed, to reduce or alter the duration or scope of such provision or both so that, in its reduced form, the provision is enforceable and effective as nearly as possible for the purposes expressed in this Agreement; provided, however, that the determination and amendment hereof by any such court, authority or tribunal shall be limited to the jurisdiction thereof and shall not affect the validity, legality, enforceability or application of this Agreement in its existing form and scope in any other jurisdiction or proceeding. It is provided however, that if the Initial Term of the Hauler Contracts Service Fee or Service Zones contemplated herein is reduced or modified by any court, each Hauler shall have the option of terminating the Hauler Contract. Such decision to terminate must be made within 60 days after the court ruling has become final and not subject to further appeal.

15. **Conflicts.** In the event of any conflict between this Agreement and any Hauler Contract, the terms of the Hauler Contract shall control.

16. **Disputed Claims.** The Parties agree that this Agreement represents a compromise of disputed claims that were part of and at issue in the Litigation, and does not constitute an admission of liability by any Party.

17. **Notices.** Any notices given hereunder shall be sent by overnight mail (confirmed receipt), facsimile (confirmed receipt), or personally delivered as follows:

<p><u>If to Gwinnett County, Charles E. Bannister, Bert Nasuti, Mike Beaudreau, Kevin Kenerly, Shirley Lasseter or the Gwinnett County Board of Commissioners:</u> 75 Langley Drive Lawrenceville, GA 30045 Attention: Charles Bannister Phone: Fax:</p>	<p><u>With copies to:</u> Frank E. Jenkins, III JENKINS, OLSON & BOWEN, PC 15 South Public Square Cartersville, GA 30120 Phone: (770)387-1373 Fax: (770) 387-2396</p> <p>Karen Gilpin Thomas GWINNETT COUNTY JUSTICE AND ADMINISTRATION CENTER 75 Langley Drive, Room 3W700 Lawrenceville, GA 30045 Phone: (770) 822-8707 Fax: (770) 822-8790</p>
<p><u>If to Gwinnett Clean & Beautiful Services, Inc., Gwinnett Clean & Beautiful, Inc. Connie Wiggins, Jim Steele, Bartow Morgan, Jr., Rick O'Brien, Chuck Button, Nancy Chandler, Butch Conway, Pam Ledbetter, Mary Moot, Tammy Shoemate, the Executive Council of Gwinnett Clean & Beautiful Services, Inc. or the Executive Council of Gwinnett Clean & Beautiful, Inc.:</u> Gwinnett Clean & Beautiful Services, Inc. 4300 Satellite Boulevard Duluth, Georgia 30096 Attention: Connie Wiggins Phone: (770) 822-5187 Fax: (770) 822-5179</p>	<p><u>With copies to:</u> T. Michael Tennant ALSTON & BIRD, LLP One Atlantic Center 1201 W. Peachtree Street Atlanta, GA 30309-3424 Phone: (404) 881-7000 Fax: (404) 881-7777</p> <p>Fred R. Green GOODMAN MCGUFFEY LINDSEY & JOHNSON, LLP 3340 Peachtree Road, NE, Suite 2100 Atlanta, GA 30326-1084 Phone: (404)264-1500 Fax: (404)264-1737</p>
<p><u>If to Southern Sanitation, Inc.:</u></p>	<p><u>With a copy to:</u> Tom Pye Law Offices of Tom Pye, PC Waterford Centre, Suite 120 5555 Triangle Parkway Norcross, Georgia 30092 Phone: (770)300-0906 Fax: (770)300-0768</p>
<p><u>If to Sanitation Solutions, Inc.:</u></p>	<p><u>With a copy to:</u></p>

	<p>Tom Pye Law Offices of Tom Pye, PC Waterford Centre, Suite 120 5555 Triangle Parkway Norcross, Georgia 30092 Phone: (770)300-0906 Fax: (770)300-0768</p>
<p><u>If to Advanced Disposal Services Atlanta, LLC or Advanced Disposal Services, Inc.:</u> 7915 Baymeadows Way, Suite 300 Jacksonville, FL 32256 Attention: Christian Mills Phone: (904) 493-3054 Fax: (904) 493-3055</p>	<p><u>With a copy to:</u> Robert G. Brazier BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC Suite 1600, Monarch Plaza 3414 Peachtree Road, N.E. Atlanta, GA 30326 Phone: (404) 221-6506 Fax: (404) 221-6501</p>
<p><u>If to Republic Services of Georgia, Limited Partnership:</u> Republic Services of Georgia, Limited Partnership 323 Marble Mill Road Marietta, GA 30060 Attention: Jack Perko</p>	<p><u>With a copy to:</u> Robert C. Norman, Jr. JONES CORK & MILLER, LLP SunTrust Bank Building 435 Second Street, Fifth Floor Macon, GA 31201 Phone: (478) 745-2821 Fax: (478) 743-9609</p>
<p><u>If to BFI Waste Services, LLC:</u> Republic Services of Georgia, Limited Partnership 323 Marble Mill Road Marietta, GA 30060 Attention: Jack Perko</p>	<p><u>With a copy to:</u> Robert C. Norman, Jr. JONES CORK & MILLER, LLP SunTrust Bank Building 435 Second Street, Fifth Floor Macon, GA 31201 Phone: (478) 745-2821 Fax: (478) 743-9609</p>
<p><u>If to Waste Pro USA, Inc.:</u></p>	<p><u>With a copy to:</u> Mark G. Trigg GREENBERG TRAUERIG, LLP 3290 Northside Parkway, NW, Suite 400 Atlanta, GA 30327 Phone: (678) 553-2100 Fax: (678) 553-2212</p>
<p><u>If to Waste Pro of Georgia, Inc.:</u></p>	<p><u>With a copy to:</u> Mark G. Trigg</p>

	GREENBERG TRAURIG, LLP 3290 Northside Parkway, NW, Suite 400 Atlanta, GA 30327 Phone: (678) 553-2100 Fax: (678) 553-2212
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18. **Neutral Interpretation.** In any claim to construe the terms of the Agreement, this Agreement shall be considered the product of negotiation by and among the Parties hereto. No clause or provision shall be interpreted more strongly in favor of or against one Party or any other Party, based upon the source of the draftsmanship, but shall be interpreted in a neutral manner.

19. **Advice Of Counsel.** Each Party hereto hereby acknowledges that they have read this Agreement and have had an opportunity to obtain advice of counsel regarding it. Each Party hereby also acknowledges that the terms of this Agreement are understood by such Party, and that this Agreement is freely and voluntarily signed and entered into by such Party.

20. **Attorneys' Fees.** Each Party shall bear its own attorneys' fees and costs incurred in connection with the Litigation and the negotiation and execution of this Agreement.

21. **Representations and Authority.** Each Party, for himself, herself or itself, as the case may be, represents and warrants as follows, which representations and warranties **shall survive the execution and** delivery of this Agreement:

21.1 As to each Party that is not a natural person, such Party and its authorized representatives signing this document have the right and authority to execute this Agreement;

21.2 As to each Party that is a natural person, such Party has the right and authority to execute this Agreement;

21.3 Such Party has not sold, assigned, transferred, conveyed or otherwise disposed of any claims, demands, and obligations referred to in this Agreement;

21.4 As to each Party that is not a natural person, such Party hereby represents that all corporate action, and in the case of the County governmental action, and any other authorizations prerequisite to the execution and operation of this Agreement and the undertakings described herein have been taken or obtained. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby will violate or conflict with the Articles of Incorporation, Articles of Organization or Charter (or any other organizational or similar documents) or the Bylaws (or like documents) of such Party, or any provision of any agreement or other restriction of any kind to which such Party is a party or by which such Party is bound.

22. **Incorporation of Preliminary Sections.** Each lettered paragraph in the Parties and Civil Actions section hereinabove and each WHEREAS paragraph in the recital section hereinabove, shall, by this reference, be incorporated into the substantive provisions of this Agreement as if fully set forth in the substantive portion of this Agreement.

23. **Execution and Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signatory hereto may indicate acceptance of this Agreement with a facsimile or email signature, provided that two original signatures are provided to the County. The County will maintain the two fully executed originals and make them available for copying upon reasonable notice. The terms set forth herein will become effective and binding upon the Parties once this Agreement has been fully and duly executed.

FOR THOSE PARTIES HERETO THAT ARE NOT NATURAL PERSONS, SUCH SIGNATORIES FOR SUCH PARTIES DECLARE THAT THEY ARE EACH DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THEIR

RESPECTIVE ORGANIZATIONS, THE TERMS OF THIS AGREEMENT HAVE BEEN FULLY UNDERSTOOD, AND ARE VOLUNTARILY ACCEPTED FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE AND SETTLEMENT. LIKEWISE, FOR PARTIES HERETO THAT ARE NATURAL PERSONS, THEY ARE EACH DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON THEIR OWN BEHALF, THE TERMS OF THIS AGREEMENT HAVE BEEN FULLY UNDERSTOOD, AND ARE VOLUNTARILY ACCEPTED FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE AND SETTLEMENT.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

SIGNATURES TO COMMENCE ON THE PAGES FOLLOWING THIS PAGE

<p>GWINNETT COUNTY BOARD OF COMMISSIONERS</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p>GWINNETT COUNTY, GEORGIA</p> <p>BY: _____ NAME: _____ TITLE: _____ DATE: _____</p>
<p>SHIRLEY LASSETER</p> <p>_____</p> <p>Date: _____</p>	<p>CHARLES E. BANNISTER</p> <p>_____</p> <p>Date: _____</p>
<p>LORRAINE GREEN</p> <p>_____</p> <p>Date: _____</p>	<p>BERT NASUTI</p> <p>_____</p> <p>Date: _____</p>
<p>MIKE BEAUDREAU</p> <p>_____</p> <p>Date: _____</p>	<p>KEVIN KENERLY</p> <p>_____</p> <p>Date: _____</p>

BFI WASTE SERVICES, LLC	REPUBLIC SERVICES OF GEORGIA, LIMITED PARTNERSHIP, BY REPUBLIC SERVICES OF GEORGIA GP, LLC, GENERAL PARTNER
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

WASTE PRO USA, INC.	WASTE PRO OF GEORGIA, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADVANCED DISPOSAL SERVICES, INC.	ADVANCED DISPOSAL SERVICES ATLANTA, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SOUTHERN SANITATION, INC.

By: _____

Name: _____

Title: _____

Date: _____

SANITATION SOLUTIONS, INC.

By: _____

Name: _____

Title: _____

Date: _____

<p>GWINNETT CLEAN & BEAUTIFUL, INC.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>GWINNETT CLEAN & BEAUTIFUL SERVICES, INC.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>MARY ROOT</p> <p>_____</p> <p>Date: _____</p>	<p>CONNIE WIGGINS</p> <p>_____</p> <p>Date: _____</p>
<p>JIM STEELE</p> <p>_____</p> <p>Date: _____</p>	<p>BARTOW MORGAN, JR.</p> <p>_____</p> <p>Date: _____</p>
<p>RICK O'BRIEN</p> <p>_____</p> <p>Date: _____</p>	<p>CHUCK BUTTON</p> <p>_____</p> <p>Date: _____</p>
<p>NANCY CHANDLER</p> <p>_____</p> <p>Date: _____</p>	<p>BUTCH CONWAY</p> <p>_____</p> <p>Date: _____</p>
<p>PAM LEDBETTER</p> <p>_____</p> <p>Date: _____</p>	

TAMMY SHUMATE

Date: _____

EXHIBIT “A”

Form of Hauler Contract

EXHIBIT “B”

Depiction of General Location of Anticipated Initial Service Zones
(subject to further discussion and refinement)